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2
3 BILL NO. S-75-05-09

4 SPECIAL ORDINANCE NO. S-85-75

5 AN ORDINANCE approving a contract with NOBIS-
6 WESTROPP CONSTRUCTION CO. for water and
7 sewer facilities under Waynedale, Phase II
8 Improvement Resolution 5677-1974

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated April 17, 1975, between the
12 City of Fort Wayne, by and through its Mayor and the Board of Public Works
13 and NOBIS-WESTROPP CONSTRUCTION CO., INC., for:

14 Construction of storm sewer, sanitary sewer and water line
15 Improvement as set forth in the plans, specifications and
16 special provisions within Waynedale Improvement Resolution
No. 5677-1974 - Phase II

17 for a total cost of \$886,847.45, of which approximately 40% will be paid by
18 property owners and the balance paid by City from Revenue Sharing and/or
19 other appropriate funds, all as more particularly set forth in said Contract which
20 is on file in the Office of the Board of Public Works, and is by reference incor-
21 porated herein, made a part hereof and is hereby in all things ratified, confirmed
22 and approved.
23

24 SECTION 2. This Ordinance shall be in full force and effect from
25 and after its passage and approval by the Mayor.

26
27 *Vivian H. Schmidt*
28 Councilman

29
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33 APPROVED AS TO FORM
34 AND LEGALITY
35 *Ed B. Co*
CITY ATTORNEY

Read the first time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 5-13-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hinga, and duly adopted, placed on its passage. Passed (~~last~~) by the following vote:

	AYES <u>8</u>	NAYS _____	ABSTAINED _____	ABSENT <u>1</u> to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TALARICO	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: 5-27-75

Charles W. Westerman
CITY CLERK
Chief, Deputy City Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. S-85-75 on the 27th day of May, 1975.

ATTEST: (SEAL)
Charles W. Westerman

Melvin H. Hinkle
CITY CLERK
Chief, Deputy City Clerk

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of May, 1975, at the hour of 11:30 o'clock A. M., E.S.T.

Approved and signed by me this 28th day of May, 1975, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK
Chief, Deputy City Clerk
Don H. Hinkle
MAYOR

Bill No. S-75-05-09

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with NOBIS-WESTROPP CONSTRUCTION CO. for water and
sewer facilities Waynedale, Phase II Improvement Resolution 5677-1974

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

John Nuckols

Winfield C. Moses, Jr.

Paul M. Burns

MADE A MATTER OF RECORD

DATE 5-27-75 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

February 25, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Pursuant to bids received January 29, 1975 on Phase II of the Waynedale Improvements, the Board deemed it advisable to award the contracts February 19, 1975. Awards are as follows:

Streets, Sidewalks, Lighting, Catch Basins	Moellering Construction	\$917,551.38
Storm Sewer Material & Installation		
Water Main Installation	Nobis-Westropp Const.	886,847.45
Water Main Materials	Clow Corporation	60,963.00

Due to advance notice required for ordering materials, the Board and Contractors would appreciate a "Prior Approval" on these contracts.

The contracts have not been written at this time but will be submitted for formal approval and Ordinance in the near future.

Very truly yours,

Board of Public Works

J. D. Bonnell
Carl D. O'Neal
Glen C. Cline

Attachment:

nlj/

Approved:

Thomas H. Schmidt *John T. Schell* *Eugene Kraus*
Ed. Moss Jr. *Frederic T. Rizer* *James H. Hite*
Samuel J. Toland *Paul W. Bruck*

MEMBERS OF THE COMMON COUNCIL

Contracts written to Contractors

January 29, 1975

RES. NO.

5677-1974

MATERIAL

Sewer & Water

CONTRACTORS

STREETS - ALLEYS - SIDEWALKS JAN UNIT MATERIAL			ESTIMATE	EXTENSION	Noble-Hestrop Construction Co., Inc.		John Dehner, Inc.		UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID
800	Lin. Ft.	6" Pipe Sewer VCP C-700	10.00	8,000.00	7.30	5,840.00	11.00	8,800.00								
900	"	8" Pipe Sewer VCP C-700 Ring	12.00	7,080.00	10.95	6,460.50	17.40	10,266.00								
2,600	"	12" Pipe Sewer RCP CL IV	14.00	36,400.00	13.25	34,450.00	14.00	3,640.00								
1,000	"	15" Pipe Sewer RCP CL III	15.00	15,000.00	15.40	15,400.00	16.00	16,000.00								
90	"	15" Pipe Sewer RCP CL IV	15.50	1,395.00	15.90	1,431.00	15.05	1,354.50								
1,300	"	18" Pipe Sewer RCP CL III	21.00	27,300.00	17.95	23,335.00	20.20	26,260.00								
775	"	18" Pipe Sewer RCP CL IV	22.00	17,050.00	18.65	14,453.75	20.90	16,197.50								
415	"	24" Pipe Sewer RCP CL II	30.00	12,450.00	22.60	9,379.00	27.50	11,412.50								
485	"	24" Pipe Sewer RCP CL III	29.00	14,065.00	22.60	10,961.00	39.60	19,206.00								
710	"	27" Pipe Sewer RCP CL III	30.00	21,300.00	26.45	18,779.50	36.15	25,666.50								
515	"	30" Pipe Sewer RCP CL III	42.00	21,630.00	32.00	16,480.00	50.30	25,904.50								
1,970	"	36" Pipe Sewer RCP CL III	39.00	76,830.00	40.35	79,489.50	58.80	115,836.00								
1,300	"	42" Pipe Sewer RCP CL III	52.00	67,600.00	55.15	71,695.00	64.75	84,175.00								
1,590	"	48" Pipe Sewer RCP CL II	60.00	95,400.00	54.25	86,257.50	62.20	98,898.00								
1,500	"	48" Pipe Sewer RCP CL IV	95.00	142,500.00	70.80	106,200.00	110.15	165,225.00								
80	"	48" Pipe Sewer RCP CL ¹⁰ tunnel complex	250.00	17,500.00	270.00	21,600.00	371.70	29,736.00								
37	Each	Standard Concrete M H Type I	650.00	24,050.00	660.00	24,420.00	492.10	18,207.70								
12	Each	Standard Concrete M H Type VI	1,100.00	13,200.00	1,500.00	18,000.00	1,310.55	15,276.60								
242	Lin. Ft.	21" Pipe Sewer RCP CL IV	22.50	5,445.00	21.60	5,227.20	24.30	588.60								
5	Each	72" Concrete M H Type II	1,900.00	9,500.00	1,850.00	9,300.00	2,743.00	13,715.00								
2	"	84" Concrete M H Type II	2,500.00	5,000.00	2,030.00	4,060.00	3,025.00	6,050.00								
3	"	96" Concrete M H Type II	3,000.00	7,200.00	2,650.00	7,950.00	3,981.00	11,943.00								
24	Each	Standard Conc. 30" Inlet Type	300.00	7,200.00	395.00	9,480.00	421.00	10,104.00								
95	Sq. Yd.	12" Deep Strength Asphalt	15.00	1,425.00	22.50	2,137.50	15.80	1,501.00								
900	"	6" Asphalt Pavement	10.00	9,000.00	12.50	11,250.00	8.00	7,200.00								
2,200	"	2" Asphalt Overlay	6.00	13,200.00	5.65	12,430.00	2.65	5,830.00								
300	"	6" Crushed Stone for Drives	4.50	1,350.00	2.40	720.00	2.65	795.00								
1,800	Cu. Yd.	#73 Stone for Road Crossing	8.50	15,300.00	9.00	16,200.00	10.70	19,260.00								
14,500	Cu. Yd.	Special Gravel Backfill	5.50	79,750.00	5.65	81,925.00	7.00	101,500.00								
3,800	Sq. Yd.	Seeding 2" Mulch	.80	3,040.00	.70	2,660.00	1.60	6,080.00								
2	Acre	Plain Seeding	100.00	200.00	1,580.00	3,160.00	647.50	1,295.00								
600	Sq. Yd.	12" Revetment Rip Rap	15.00	9,000.00	9.00	5,400.00	14.25	8,550.00								
20	Each	Sanitary House Connection	300.00	6,000.00	110.00	2,200.00	250.00	5,180.00								
20	Lin. Ft.	60" BOMF Gage 10 with Straps	70.00	1,400.00	105.00	2,100.00	90.65	1,813.00								
40	Lin. Ft.	8" Ductile Iron CL III	28.00	1,120.00	15.80	632.00	26.00	1,040.00								
1	Acre	Brush Removal	200.00	200.00	850.00	850.00	454.00	454.00								
7,040	Sq. Yd.	Crushed Stone Pavement	4.50	32,680.00	2.00	14,080.00	3.40	23,936.00								
Sub Total				826,760.00		756,393.45		957,398.40								
11,000	Lin. Ft.	6" Ductile Iron Pipe	11.75	129,250.00	11.10	122,100.00	11.21	123,310.00								
5	Each	6" x 6" x 6" x 6" Cross	178.00	890.00	232.00	1,160.00	156.00	780.00								
2	"	6" x 6" x 6" Tee (Restrained)	158.00	316.00	245.00	490.00	175.50	351.00								
3	"	6" x 90" Elbow (Restrained)	139.00	417.00	186.00	558.00	119.60	358.80								
3	Each	6" x 45" Elbow (Restrained)	124.00	372.00	165.00	495.00	110.50	331.50								
1	"	6" x 22 1/2" Elbow (Restrained)	124.00	124.00	165.00	165.00	110.50	110.50								
14	"	6" Gate Valve with Box	190.00	4,060.00	246.00	3,444.00	214.50	3,003.00								
1	"	6" x 4" Reducer	64.00	64.00	107.00	107.00	59.80	59.80								
18	"	Type II Fire Hydrant Assembly	1,005.00	18,090.00	990.00	17,100.00	807.01	14,526.18								
Sub Total				980,343.00		902,012.45		1,102,229.18								
293	Each	7" Tap with Curb Box	330.00	96,690.00	285.00	83,505.00	165.00	48,345.00								
Total				1,077,033.00		985,517.45		1,148,574.18								
Cash Discount for Sewer Items						83,203.28		210,627.64								
Total						902,314.17		937,946.54								

JANUARY 29, 1975

RES. NO. 5477-1974

MATERIAL Water & Sewer

CONTRACTORS

STREETS MAN UNIT	ALLEYS-SIDEWALKS MATERIAL	ESTIMATE	EXTENSION	NOBIS-WESTROPP CONST. CO., INC.		JOHN DEINER, INC.		UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID
				UNIT BID	TOTAL BID	UNIT BID	TOTAL BID							
800	Lin.Ft. 6" Pipe Sewer RCP C-700	7.60	6,080.00	5.10	4,080.00	9.70	7,760.00							
500	Lin.Ft. 8" Pipe Sewer RCP C-700"O"Rig	9.50	5,634.50	8.25	4,867.50	15.50	9,145.00							
2,600	Lin.Ft. 12" Pipe Sewer RCP Cl. IV	10.70	27,920.00	9.00	23,400.00	9.00	25,870.00							
1,000	Lin.Ft. 15" Pipe Sewer RCP Cl.III	10.90	10,900.00	10.30	10,300.00	10.85	10,850.00							
90	Lin.Ft. 15" Pipe Sewer R.C.P. Cl. IV	10.90	985.50	10.35	931.50	9.35	841.50							
1,300	Lin.Ft. 18" Pipe Sewer RCP Cl. III	15.70	20,410.00	11.65	15,145.00	13.60	17,680.00							
775	Lin.Ft. 18" Pipe Sewer RCP Cl. IV	16.00	124.00	11.65	9,028.75	13.35	10,346.25							
410	Lin.Ft. 24" Pipe Sewer RCP Cl.II	21.90	8,943.25	13.15	5,457.25	16.90	7,013.50							
485	Lin.Ft. 24" Pipe Sewer RCP Cl. III	20.50	9,966.70	13.15	6,377.75	29.00	14,065.00							
710	Lin.Ft. 27" Pipe Sewer RCP Cl. III	21.60	15,366.00	15.60	11,076.00	25.60	18,176.00							
510	Lin.Ft. 30" Pipe Sewer RCP Cl. III	31.90	16,248.25	18.90	9,733.50	37.20	19,158.00							
1,970	Lin.Ft. 36" Pipe Sewer RCP Cl. III	24.00	47,378.50	21.95	43,241.50	40.00	78,800.00							
1,300	Lin.Ft. 42" Pipe Sewer RCP Cl.III	32.50	42,250.00	31.90	40,950.00	40.30	52,390.00							
1,500	Lin.Ft. 48" Pipe Sewer RCP Cl. II	38.00	60,499.50	26.30	41,836.00	34.60	55,014.00							
1,500	Lin.Ft. 48" Pipe Sewer RCP Cl. IV	66.60	99,975.00	37.70	56,555.00	74.50	111,825.00							
80	Lin.Ft. 48" Pipe Sewer RCP Cl. V	213.40	14,941.50	145.00	11,600.00	326.00	26,090.00							
37	Each Stand. Conc. Mt. Type I	480.00	17,760.00	445.00	16,465.00	168.35	6,228.95							
12	Each Stand. Conc. M.H. Type III	500.00	6,000.00	795.00	9,540.00	278.50	3,342.00							
242	Lin.Ft. 21" Pipe Sewer RCP Cl. IV	13.80	3,351.70	12.90	3,121.80	14.65	3,545.30							
5	Each 72" Conc. M.H. Type II	745.00	3,725.00	1,145.00	5,125.00	544.00	2,720.00							
2	Each 84" Conc. M.H. Type II	1,230.00	2,460.00	1,255.00	2,510.00	=609.00	1,218.00							
3	Each 96" Conc. M.H. Type II	1,325.00	4,005.00	1,450.00	4,350.00	868.00	2,604.00							
24	Each Stand. 30" Conc. Inlet Type I	223.00	5,352.00	330.00	7,920.00	162.00	3,888.00							
95	Sq.Yds. 12" Deep Strength Asphalt	15.00	1,425.00	22.50	2,137.50	15.80	1,501.00							
900	Sq.Yds. 6" Asphalt Pavement	17.00	9,000.00	12.50	11,250.00	8.00	7,200.00							
2,500	Sq.Yds. 2" Asphalt Overlay	6.00	13,200.00	5.60	12,430.00	2.60	5,830.00							
300	Sq.Yds. 6" Crushed Stone for Driveway	4.00	1,200.00	2.40	720.00	2.00	720.00							
1,800	Cu.Yds. #73 Stone for Street Crossing	8.00	15,300.00	9.00	16,200.00	10.70	19,260.00							
14,500	Cu.Yds. Special Gravel Backfill	5.50	79,750.00	5.60	81,925.00	7.00	101,500.00							
3,800	Sq.Yds. Spreading 2" Mulch	0.80	3,040.00	0.70	2,660.00	1.60	6,156.00							
2	Acres Plain Seeding	100.00	200.00	1,280.00	3,160.00	648.00	1,296.00							
600	Sq.Yds. 12" Rebarment Rip Rap	15.00	9,000.00	9.00	5,400.00	14.25	8,550.00							
20	Each Sanitary House Connections	300.00	6,000.00	110.00	2,200.00	259.00	5,180.00							
20	Lin.Ft. 60" BODIP Gauge w/straps	70.00	1,400.00	105.00	2,100.00	90.65	1,813.00							
40	Lin.Ft. 8" Ductile Iron Cl. III	28.00	1,120.00	15.80	632.00	25.90	1,036.00							
1	Acres Brush Removal	200.00	200.00	850.00	850.00	473.25	473.25							
7,040	Sq.Yds. Crush Stone Pavement	4.50	32,680.00	2.00	14,080.00	3.40	23,936.00							
	SUBTOTAL		616,247.45		500,001.55		673,066.75							
11,000	Lin.Ft. 6" Ductile Iron Pipe	7.50	82,500.00	6.50	75,900.00	7.21	79,310.00							
5	Each 6"x6"x6"x6" Cross	74.00	370.00	135.00	675.00	39.60	198.00							
2	Each 6"x6"x6" Tee	58.00	116.00	150.00	300.00	44.55	89.10							
3	Each 6"x90° Elbow (Restrained)	44.00	132.00	110.00	330.00	30.36	91.08							
3	Each 6"x45° Elbow (Restrained)	39.00	117.00	93.00	279.00	28.05	84.15							
1	Each 6"x225° Elbow (Restrained)	39.00	39.00	93.00	93.00	28.05	28.05							
14	Each 6" Gate Valve with Bar	125.00	1,750.00	100.00	1,400.00	54.45	762.30							
1	Each 6"x4" Reducer	25.00	25.00	87.00	87.00	15.18	15.18							
10	Each Type II Hydrant Assembly	230.00	4,140.00	250.00	4,500.00	145.00	2,610.00							
	SUBTOTAL		705,436.45		583,565.55		756,254.61							
293	Each 3/4" Tap w/Curb Box	280.00	82,040.00	150.00	46,880.00	105.00	30,765.00							
	TOTAL		787,476.45		630,445.55		787,019.61							
	CASH DISCOUNT FOR SEWER ITEMS						148,074.68							
	TOTAL						638,944.93							

630,445.55
- 544,001.65

130,754.00
+ 756,393.45

TOTAL 886,447.45

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CONTRACT AND BOND

This Agreement, Made and entered into as of the 17th day of

April

1975

, by and between

NOBIS-WESTROPP CONSTR. CO., INC.

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct (STORM SEWER, SANITARY SEWER, WATER LINE)

Improvement as set forth in the plans, specifications, and special provision within Waynedale Improvement Resolution No. 5677-1974 - Phase II.

Note 1: It is further stipulated that the city must exercise this option for cash before such time as Nobis-Westropp Construction Company, Inc., is 60% done with the project.

for the Following Prices

STORM AND SANITARY SEWERS

LABOR AND MATERIALS INSTALLATION COST

6" Pipe Sewer VCP C-700	Seven Dollars and Thirty Cents	\$ 7.30
8" Pipe Sewer VCP C-700 "O" Ring	Ten Dollars and Ninety Five Cents	10.95
12" Pipe Sewer RCP CL IV	Thirteen Dollars and Twenty Five Cents	13.25
15" Pipe Sewer RCP CL III	Fifteen Dollars and Forty Cents	15.40
15" Pipe Sewer RCP CL IV	Fifteen Dollars and Ninety Cents	15.90
18" Pipe Sewer RCP CL III	Seventeen Dollars and Ninety Five Cents	17.95
18" Pipe Sewer RCP CL IV	Eighteen Dollars and Sixty Five Cents	18.65
24" Pipe Sewer RCP CL III	Twenty Two Dollars and Sixty Cents	22.60
24" Pipe Sewer RCP CL III	Twenty Two Dollars and Sixty Cents	22.60
27" Pipe Sewer RCP CL III	Twenty Six Dollars and Forty Five Cents	26.45
30" Pipe Sewer RCP CL III	Thirty Two Dollars	32.00
36" Pipe Sewer RCP CL III	Forty Dollars and Thirty Five Cents	40.35
42" Pipe Sewer RCP CL III	Fifty Five Dollars and Fifteen Cents	55.15
48" Pipe Sewer RCP CL II	Fifty Four Dollars and Twenty Five Cents	54.25
48" Pipe Sewer RCP CL IV	Seventy Dollars and Eighty Cents	70.80
48" Pipe Sewer RCP CL V In Tunnel	Two Hundred Seventy Dollars	270.00
Standard Concrete Manhole Type I	Six Hundred Sixty Dollars	660.00
Standard Concrete Manhole Type VI	Fifteen Hundred Dollars	1500.00
21" Pipe Sewer RCP CL IV	Twenty One Dollars and Sixty Cents	21.60
72" Concrete Manhole Type II	Eighteen Hundred Sixty Dollars	1860.00
84" Concrete Manhole Type II	Two Thousand Thirty Dollars	2030.00
96" Concrete Manhole Type II	Two Thousand Six Hundred Fifty Dollars	2650.00
Standard 30" Concrete Inlet Type I	Three Hundred Ninety Five Dollars	395.00
12" Deep Strength Asphalt Pavement	Twenty Two Dollars and Fifty Cents	22.50
6" Asphalt Pavement	Twelve Dollars and Fifty Cents	12.50
2" Asphalt Overlay	Five Dollars and Sixty Five Cents	5.65
6" Crushed Stone for Drives	Two Dollars and Forty Cents	2.40
#73 Stone for Road Crossing	Nine Dollars	9.00
Special Gravel Backfill	Five Dollars Sixty Five Cents	5.65
Seeding 2" Mulch	Seventy Cents	.70
Plain Seeding	One Thousand Five Hundred Eight Dollars	1580.00
12" Revetment Rip Rap	Nine Dollars	9.00
Sanitary House Connections	One Hundred Ten Dollars	110.00
60" BCCMP Gage 10 with Straps	One Hundred Five Dollars	105.00
8" Ductile Iron CL III	Fifteen Dollars and Eighty Cents	15.80
Brush Removal	Eight Hundred Fifty Dollars	850.00
Crushed Stone Pavement	Two Dollars	2.00

WATERLINE

LABOR INSTALLATION COST ONLY

6" Ductile Iron Pipe	Six Dollars and Ninety Cents	6.90
6" X 6" X 6" X 6" Cross	One Hundred Thirty Five Dollars	135.00
6" X 6" X 6" Tee (Restrained)	One Hundred Fifty Dollars	150.00
6" X 90° Elbow (Restrained)	One Hundred Ten Dollars	110.00
6" X 45° Elbow (Restrained)	Ninety Three Dollars	93.00
6" X 22 1/2° Elbow (Restrained)	Ninety Three Dollars	93.00
6" Gate Valve with Box	One Hundred Dollars	100.00
6" X 4" Reducer	Eighty Seven Dollars	87.00
Type II Fire Hydrant Assembly	Two Hundred Fifty Dollars	250.00
3" Tap w/curb stop & box connected to existing house service	One Hundred Sixty Dollars	160.00

NOTE:

In accordance with Bid #2, as submitted, \$83,203.28 is to be deducted from the total bid if paid in cash. Such option shall be exercised by the City contingent upon the City's ability to market the Barrett Law Bonds. In the event this option is exercised the amount of this contract shall be \$803,644.17. (See note 1 above)

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burn Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

STORM AND SANITARY SEWERS
LABOR AND MATERIALS INSTALLATION COST

The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of IMPROVEMENT Improvement Resolution No. 5677-74 Phase II and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same ~~within~~ NOV. 1, 1975 ~~days after the~~ ~~date of execution of this contract~~. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this 12th day of MAY 19 75

NOBIS-WESTROPP CONSTR.CO., INC.

BY Daniel Westropp

ITS: VICE PRES.

Contractor, party of the first part.

This contract approved by us this 17 day of April 19 75

BOARD OF PUBLIC WORKS,
Party of the second part.

John H. Lusk Mayor

APPROVED AS TO FORM AND LEGALITY

See over
CITY ATTORNEY

GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we _____

-----NOBIS-WESTROPP CONSTR. CO., INC.----- Contractors

as principal and -----FIDELITY & DEPOSIT ^{COMPANY} OF MARYLAND-----

-----HENRY M. TEE ASSOC.-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHT HUNDRED EIGHTY
CENTS
SIX THOUSAND, EIGHT HUNDRED FORTY SEVEN DOLLARS AND FORTY FIVE / (\$ 886,847.45---)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said _____

Nobis-Westropp Constr. Co., Inc.

did on the _____ day of _____ enter into a contract with the City
of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and
along _____

according to certain plans and specifications, and also warranting and guaranteeing the work, material and
conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said *Nobis-Westropp Constr. Co., Inc.* _____

shall faithfully perform and fulfill all the requirements of said war-
ranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for,
then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 12th day of March 19 75

NOBIS-WESTROPP CONSTR. CO., INC. (SEAL)

BY: *David J. Westropp* (SEAL)

FIDELITY & DEPOSIT ^{COMPANY} OF MARYLAND

HENRY M. TEE ASSOC. (SEAL)

BY: *[Signature]* (SEAL)

Attorney-in-Fact

Approved this 17 day of April 19 75

[Signature]
[Signature]
Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we -----NOBIS-WESTROPP CONSTR.

COMPANY, INC.-----

as principal and -----^{Company}FIDELITY & DEPOSIT OF MARYLAND-----

~~LUPKE, RICE ASSOCIATES~~-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHT HUNDRED EIGHTY SIX THOUSAND, EIGHT HUNDRED FORTY SEVEN DOLLARS AND FORTY FIVE CENTS----- (\$ 886,847.45---)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of ~~Three (3)~~ ^{One (1)} years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 12th day of March 19 75

NOBIS-WESTROPP CONTR.CO., INC.

(SEAL)

BY: *Paul Westropp*

(SEAL)

FIDELITY & DEPOSIT OF MARYLAND

~~LUPKE, RICE ASSOCIATES~~

(SEAL)

BY: *Chas B. P.*

(SEAL)

Attorney in Fact

Approved this

17

day of

April

19 75

Board of Public Works.

It is further stipulated that any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property or for any injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that any judgment of any court or award of any Board of Arbitrators or of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other thing pertaining thereto: it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE: BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by JOHN C. GARDNER, Vice-President, and C. M. PECOT, JR., Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The President, or any one of the Executive Vice-Presidents, or any one of the additional Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgments, decrees, mortgages and instruments in the nature of mortgages, and also all other instruments and documents which the business of the Company may require, and to affix the seal of the Company thereto."

does hereby nominate, constitute and appoint Walter H. Lupke, Jr., Duane E. Lupke, Donald L. Coffey, Edward B. Rice, Velda B. Thompson, Walter E. Boose and Paula W. Schneider, all of Fort Wayne, Indiana, EACH.....
its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings.....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Walter H. Lupke, Jr., et al, dated January 7, 1974.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of February, A.D. 1974.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

(SIGNED)

C. M. PECOT, JR.

By

JOHN C. GARDNER

(SEAL)

Assistant Secretary

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

}} ss:

On this 22nd day of February, A.D. 1974, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Baltimore; the day and year first above written.

(SIGNED)

MELINDA T. HAUS

(SEAL)

Notary Public Commission Expires JULY 1, 1974

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 12th day of March, 1975.

COMMERCIAL UNION ASSURANCE COMPANIES

BOSTON, MASSACHUSETTS

American Employers Insurance Company

(Name of Insurance Company)

March 12, 1975

Date _____

CERTIFICATE OF INSURANCE

This is to certify that the Company named above has issued a policy or policies, covering in accordance with the terms thereof, to the insured named below. It is the intention of the Company that in the event of cancellation of the policy or policies by the Company during the periods of coverage as stated herein, 10 days written notice of such cancellation will be mailed to the party to whom this Certificate is issued, at the address stated below. This Certificate of Insurance neither affirmatively nor negatively amends, extends or alters the coverage afforded by the policy or policies issued by the Company as indicated above.

Name And Address Of Party To Whom This Certificate Is Issued	Name And Address Of Insured
City of Fort Wayne 1 Main Street Fort Wayne, Indiana 46801	Nobis-Westropp Construction Co., Inc. 5005 Riviera Drive Fort Wayne, Indiana 46805

Description of Motor Vehicle or Operations of Insured **All Operations of the Insured**

Place of Garaging or Location of Operations or Premises **Indiana**

TYPE OF POLICY	X*	POLICY NUMBER†	POLICY PERIOD		LIMITS OF LIABILITY
			EFFECTIVE	EXPIRATION	
STANDARD WORKMEN'S COMPENSATION & EMPLOYERS' LIABILITY	X	AIG436381	5-3-74	5-3-75	STATUTORY
	X				\$ 100,000 Coverage B

GENERAL LIABILITY					
BODILY INJURY					
Premises Operations	X	CLAID126272	5-3-74	5-3-75	\$ Each Person
Elevators	X				
Independent Contractors	X				\$ 300,000 Each Occurrence
Products	X				
Completed Operations	X				\$ 300,000 Aggregate Products
Contractual	X				Aggregate Comp. Operations
PROPERTY DAMAGE					
Premises Operations	X	CLAID126272	5-3-74	5-3-75	\$ 300,000 Each Occurrence
Elevators	X				\$ 300,000 Aggregate Oper.
Independent Contractors	X				\$ 300,000 Aggregate Protective
Products	X				\$ 300,000 Aggregate Products
Completed Operations	X				\$ 300,000 Aggregate Comp. Operations
Contractual	X				\$ 300,000 Aggregate Contractual

AUTOMOBILE LIABILITY					
BODILY INJURY					
Owned Automobiles	X	CLAID126272	5-3-74	5-3-75	\$ 100,000 Each Person
Hired Automobiles	X				
Non-owned Automobiles	X				\$ 300,000 Each Occurrence**
PROPERTY DAMAGE					
Owned Automobiles	X	CLAID126272	5-3-74	5-3-75	\$ 100,000 Each Occurrence**
Hired Automobiles	X				
Non-owned Automobiles	X				

Job: Waynedole Improvement Resolution No. 5677-1974 Phase I

This Certificate of Insurance is not valid unless it is countersigned by a duly authorized representative of the Company.

* Absence of an "X" in these spaces means that insurance is not afforded with respect to the coverages or hazards opposite thereto.

** The word "accident" is substituted for the word "occurrence" when policy form G4303 is indicated in the "POLICY NUMBER" column.

† If more than one kind of insurance is written on one policy, the policy number need not be repeated.

Luke Rice Associates

(Authorized Representative)

ORIGINAL

SURPLUS LINES
EXCESS LIMITS
UNUSUAL RISKS
LONG HAUL TRUCKS



Lloyds of London
FOREIGN MARKETS
DOMESTIC MARKETS

CERTIFICATE OF INSURANCE

NAME OF INSURED: Nobis-Westropp Construction Company, Inc.

ADDRESS: 5005 Riviera Drive, Fort Wayne, Indiana 46805

THIS IS TO CERTIFY that the following policies, subject to their terms, conditions and exclusions, have been issued by the company(ies) as listed below:

KIND	POLICY NO.	DATE		LIMITS OF LIABILITY
		EFFECTIVE	EXPIRATION	
Public Liability				\$ each person
Bodily Injury				\$ each accident
Public Liability				\$ each accident
Property Damage				\$ aggregate
Auto. Liability				\$ each person
Bodily Injury				\$ each accident
Auto. Liability				\$ each accident
Property Damage				\$ each accident
Excess Liability Policy	RU231752	5-3-74	5-3-75	\$5,000,000.

This Certificate is not a policy of insurance, nor is it an endorsement making the party at whose request it is issued an additional insured on the policy or policies referred to herein. This Certificate neither affirmatively nor negatively amends, extends nor alters the coverage afforded by such policy or policies. In the event of cancellation of such policy or policies, the Company intends to notify the party to whom this Certificate is addressed of such cancellation, but undertakes no responsibility by reason of any failure to do so.

NAME AND ADDRESS OF PARTY TO WHOM CERTIFICATE IS ISSUED:

City of Fort Wayne

1 Main Street

Fort Wayne, Indiana 46801

Job: Waynedale Improvement Resolution

No 5677-1974 -Phase II

INSURING COMPANY(IES):

Ranger Insurance Company

P. O. Box 2807

Houston, Texas 77001

RANGER-ALLIED UNDERWRITERS

DATE March 12, 1975

BY

Lupke-Rice Associates
AUTHORIZED REPRESENTATIVE
Donald L. Coffey

RAU-1070 1/75

12 REVELMENT RAY

One Hundred Ten Dollars

110.00

DIGEST SHEET

S-75-85-09

TITLE OF ORDINANCE Special Ordinance

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Contract with Nobis-Westropp, Inc. in amount of \$886,847.45
covers installation of sewer and water facilities in Waynedale, Phase II.

SEE "PRIOR APPROVAL" ATTACHED

EFFECT OF PASSAGE Improvement in Waynedale, Phase II area.

EFFECT OF NON-PASSAGE See Prior Approval

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Approximately 40% to be paid
by property owners - balance paid by City from Revenue Sharing and/or other
appropriate funds.

ASSIGNED TO COMMITTEE

Finance JH